ENCROACHMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ (hereafter designated as "Principal") have/has made or will make application to the City of Rancho Cordova of the State of California, for the issuance of permits in accordance with the City Code for placing pipes, poles and any other work within the roads and easements in the City of Rancho Cordova.

WHEREAS, The City of Rancho Cordova, acting by and through its duly authorized officers has determined and required that said applicant shall file a bond to the people of the City of Rancho Cordova conditioned for the proper compliance with the requirements of said legislative Act and or Acts and the regulations there under of said City of Rancho Cordova and precedent to the taking effect of such permits, in the penal sum of TWO THOUSAND AND FIVE HUNDRED DOLLARS ($2,500.00)

NOW, THEREFORE, We, the principal and _____, as surety, are held and firmly bound unto the City of Rancho Cordova, hereinafter called "the City", in the penal sum of _____ dollars ($_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the above bound principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the city, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed there under or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on _____.

By: _____
   Principal

By: _____
   Surety

_____
Name

_____
Name

_____
Address

_____
Address

_____

_____